



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH

CONTRACT NO. _____

EFFECTIVE DATE _____

LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT

PROGRAM PROJECT NO. CID No.

1. CONTRACTING PARTIES: This contract is between , referred to as LOCAL AUTHORITY, and

FIELD(co)

Consultant

FIELD(address)

Address

FIELD(city)

City

State

Zip

Legal Status of Consultant

9 Sole Proprietor

9 Corporation

9 Partnership

9 Other _____

Fed ID# _____

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. REASON FOR CONTRACT: LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist LOCAL AUTHORITY with as further described in Attachment C.

3. PROJECT PERIOD: The project will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. CONTRACT PERIOD: This contract termination date is , unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

5. CONTRACT COSTS: CONSULTANT will be paid a maximum of \$ for costs authorized by this contract as further described in Attachment D.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A. Certification of Consultant and Local Authority
Attachment B. Standard Terms and Conditions
Attachment C. Services Provided by the Consultant
Attachment D. Fees
Attachment E. Duties of the Department

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

The parties hereto agree to abide by all the provisions of this contract.

IN WITNESS WHEREOF, they sign and cause this contract to be executed. UDOT Comptroller's Office Will Provide New Contract Number & Effective Date After Signatures Are Acquired.

CONSULTANT

FIELD(co)

LOCAL AUTHORITY

By: _____

Title: _____

Date _____

By: _____

Title: _____

Date _____

-APPROVED BY-
UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date _____

Utah State Attorney General's Office has approved Attachments A through E as to Form. Special provisions made to Attachment B, Standard Terms and Conditions, will require separate approval.

CERTIFICATION OF CONSULTANT

I hereby certify that I am _____ a duly authorized representative of **FIELD(co)** and that neither I nor the above firm I here represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature Date

CERTIFICATION OF LOCAL AUTHORITY

I hereby certify that I am the _____ of , and that the above CONSULTANT or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature Date

**LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorize the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
 2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. ALSO, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
 3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
 4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any project alternatives.
 5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
 6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
 7. **INDEMNITY - LIABILITY:** CONSULTANT agrees to hold harmless and indemnify the LOCAL AUTHORITY and the UTAH DEPARTMENT OF TRANSPORTATION, its officers, employees and agents (indemnities) from and against all claims, suits and cost, including attorneys' fees for injury or damage of any kind, arising out of consultants negligent acts, errors or omissions in the performance of this contract, and from and against all claims, suits and cost including attorney's fees for injury or damage of any kind, arising out of indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from consultants negligent acts, errors or omissions in the performance of this contract.
- The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or the DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with acceptable standards.
8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

ATTACHMENT "B"

9. **INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a certified copy of the insurance certificate applying to this contract for each type of insurance required, to be approved by the DEPARTMENT, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General and Automobile Liability and Property Damage insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-Class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the certificate of insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-Class VIII or better, is required at the coverage amount stated in Attachment C to this contract. If this coverage is written on a claims-made basis, the certificate of insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management, the insurance shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss of or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and subconsultant employees are covered by Worker's Compensation. If they are covered by the Workers' Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) If for any reason, an alteration, cancellation or material change occurs in coverage during the course of the contract, such change shall not become effective until 30 days after the LOCAL AUTHORITY and the DEPARTMENT has received written notice of such change.

All policies required by this contract shall be endorsed to indicate that the LOCAL AUTHORITY and the DEPARTMENT are named as additional insured parties as primary coverage and not contributing, except on the Architect and/or Engineers Professional Liability coverage under item (b) above and Workers' Compensation under item (e). All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

10. **PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the LOCAL AUTHORITY to proceed and shall prosecute the work diligently, and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

CONSULTANT will prepare monthly progress reports following the format established by the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so they may evaluate the features and progress of the work. Any one of the three may request a conference; to be held at any of their offices, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

ATTACHMENT "B"

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended, or terminated, in writing this contract will terminate on the expiration date, or at the end of the specified calendar days.

11. REVIEW AND INSPECTION OF WORK: It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

12. NON DISCRIMINATION PROVISIONS: The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section.

The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29 and by signing this contract certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 13(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

14. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS: The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds.

ATTACHMENT "B"

The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

15. OWNERSHIP OF DOCUMENTS: All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT "C".

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects or for uses other than that for which the information was intended.

Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferrable, paid up, license to use the discovery or invention.

The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

16. ASSIGNMENT AND SUBCONTRACTING: The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by subconsultants is insured under the CONSULTANT insurance policy, or the CONSULTANT will require that the subconsultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

ATTACHMENT "B"

17. **KEY PERSONNEL:** Any change in personnel from that specifically identified in Attachment C, Item III-1 of this contract, shall be subject to prior approval by the LOCAL AUTHORITY and the DEPARTMENT.

18. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given, or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.

19. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of their rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.

20. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.

21. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, that are not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT.

When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

22. **TERMINATION:** This contract may be terminated as follows:

- (a) Mutual agreement of the parties; in writing and signed by the parties.
- (b) By any of the parties for failure of one of the parties to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Attachment E, "Duties of the DEPARTMENT." Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT, the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
- (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
- (d) Upon satisfactory completion of required contract services. On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

SERVICES PROVIDED BY THE CONSULTANT

I. GENERAL

1. SCOPE SUMMARY:
2. CONSTRUCTION PHASE: The design consultant will be retained to answer and clarify any questions on the design during construction. During the time the Consultant is under contract with the Department, the Consultant cannot contract with the General Contractor or Subcontractors working on the project specified under this contract. To do so would be considered a conflict of interest.

The Construction Project Engineer will call on the consultant as needed. If the work required from the Consultant is due to errors in the design, the consultant will not be reimbursed.

3. COORDINATION MEETINGS: To enhance the communication between UDOT and Consultants, the Department is requiring that the Consultant attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
4. UDOT TECHNICAL ASSISTANCE AND SERVICES: Coordinate with the appropriate UDOT Division or Region to determine the estimated number of hours and the estimated cost required for UDOT involvement in the project. Request, using the attached form (Attachment "E" page E2), the following from UDOT through the Local Government Consultant Manager at each Region:

Select One of the Following Categories:

For a Preconstruction Contract use this section:

- (a) Technical Assistance and Engineering Services, which include:
 - Engineering Services
 - Technical Assistance
- (b) Design Reviews, Approvals, and Agreements, which include:
 - Concept Meeting
 - Scoping Meeting
 - Environmental Review
 - Design Study Report Approval
 - Right-of-way Acquisition Approval
 - P.S. & E. Review
 - Final Review
 - Advertising
 - Award of Project
- (c) UDOT shall:
 - (1) Provide a Project Manager for the project.
 - (2) Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S. & E. review, right-of-way certification, and final review.
 - (3) Package the project for advertising and award the construction contract.
 - (4) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (5) Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
 - (6) Charge appropriate costs for Design Reviews, Approvals, Agreements, and Project Management to the project.

- (d) The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance and Engineering Services performed by UDOT relative to this project. The CONSULTANT must include this cost in their Cost Proposal.

For a Construction Management Contract, use this section:

- (a) CONSULTANT shall:
- (1) Execute a Local Government Engineering Services Contract with the LOCAL AUTHORITY, approved by UDOT, prior to any work being performed by the consultant.
 - (2) Show bidders the project.
 - (3) Perform documentation and all elements of contract administration.
 - (4) Perform construction stakeout, inspection, materials testing and other functions of quality control during construction.
 - (5) Request, if not available from other private consultants, the following from UDOT through its Project Manager. The request, using the attached form, shall include a cost estimate and the approval of the LOCAL AUTHORITY:

Technical Assistance
Engineering Services

- (b) UDOT shall:
- (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for outstanding UDOT design costs and all project management to the project.

5. WORK ACCEPTANCE:

- (a) All work performed under this Contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the LOCAL AUTHORITY and the DEPARTMENT. All work shall be subject to the approval of the DEPARTMENT through its designated representatives. When the work is Federally funded, the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: The CONSULTANT shall become familiar and comply with the changes to the Project Review Process, as stated in memorandum dated December 27, 1995, from the Project Development Engineer.

6. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and/or the DEPARTMENT. The CONSULTANT shall accompany DEPARTMENT and/or LOCAL AUTHORITY personnel and other representatives on field inspections and at conferences as may be required.

7. ELECTRONIC PLAN ROOM DOCUMENTATION:

UDOT Requirements

"All consultants will be expected to adhere to UDOT's web site development standards."

It is the Consultant's responsibility to provide all plans, specifications, surveys, and associated data in UDOT acceptable electronic formats on one or more CD's. All project data will be organized in UDOT's project directory structure as specified in UDOT's current CADD Standards. It is the Consultant's responsibility to be aware of all UDOT requirements and formats. The UDOT CADD standards are available at the *Engineering Technology Services* (ETS) sub-page of the UDOT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

1. **Drafting:** *MicroStation* Design format (.dgn) by Bentley Systems Inc., version "J" or higher.
2. **Civil Design:** *InRoads* by Bentley Systems Inc. version 8.0 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.tml), and Roadway definition (.rwl).
3. **Survey and Photogrammetry:** *InRoads Survey* format(.fwd) by Bentley Systems Inc. version 8.0 or higher. Raw survey files will be in ASCII format, (point number, Northing Easting, Elevation and code). Survey points will be coded using the UDOT feature code library UDOT survey(.fwf) and Raster Images (aerial photos) will be in be in TIFF format. Design and Survey work will adhere to the UDOT CADD Standards.
4. **Plotting:** In order for the project to be published into UDOT's Electronic Plan Room (EPR) system, the Consultant will prepare a file to direct UDOT's plotting software, *InterPlot*, by Bentley Systems Inc. to produce the correct output. This is the *InterPlot Organizer's* plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the UDOT *Engineering Technology Services* (ETS) website as mentioned below.

The Consultant will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the consultant through the Engineering Systems Section of the Information Systems Support (ISS) Division at UDOT. Questions or comments can be addressed to **Greg Herrington, Manager of Engineering Support** at the Utah Department of Transportation, 4501 South 2700 West, Salt Lake City, Utah 84119. You may e-mail Greg at gherrington@utah.gov or call him at (801) 965-4865.

II. DETAIL WORK PLAN

1. See attachment "C" pages__ hrough __, for Consultant's Detail Work Plan.

(This section should include agreed to Work Plan, what is to be done and what is to be provided by the CONSULTANT).

(Note: Reference RFP and CONSULTANT proposal as appropriate. This Plan should be the result of prepared documents plus negotiations. This document should stand on its own. A very limited use should be made of reference to the RFP.

III. PERSONNEL

1. Key personnel See attachment "C" pages__ through __.
2. Staffing Plan See attachment "C" pages__ through __.

IV. SCHEDULE

1. **COMPLETION:** All work shall begin within seven (7) days of notice to proceed and shall be completed by .
2. **PROJECT PERIOD:** The project will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project period date, the Consultant shall submit a "Completion Date Extension Order Form" to the UDOT Consultant Manager for approval and processing.
3. **CONTRACT PERIOD:** This contract will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract. The contract time does not indicate when the project will be completed, but reflects that the contract will be in effect for a one-year period after the project has been completed.
4. **WORK SCHEDULE:** See attachment "C" pages __ through __, for Consultant's Work Schedule.

V. **INSURANCE**

1. GENERAL LIABILITY & AUTOMOBILE: \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 aggregate.
2. VALUABLE PAPERS & ELECTRONIC MEDIA: \$1,000,000.00 dollar value adequate to reproduce media.
3. PROFESSIONAL LIABILITY: \$ 1,000,000.00.

VI. **CONSULTANT'S RESPONSIBILITY**

1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications, and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the Department going into the construction phase to accommodate future work by the prime or sub.
2. Neither the LOCAL AUTHORITY'S or DEPARTMENT'S review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL AUTHORITY and the DEPARTMENT in accordance with applicable law for all damages to the LOCAL AUTHORITY and the DEPARTMENT caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
3. The DEPARTMENT is responsible to manage the funds for Local Government projects and to assure that all Federal and State standards are followed in the development of the project.
4. The CONSULTANT recognizes that obtaining Federal funds by the LOCAL AUTHORITY is a material element of this contract. As a result, the CONSULTANT will follow all applicable Federal and State standards in providing its design and construction phase services. The CONSULTANT shall endeavor to the best of its professional ability to comply with all Federal and State standards.
5. If at the final inspection of the project, Federal funds are disallowed because of the CONSULTANT'S negligent performance to meet Federal or State acceptable standards, the DEPARTMENT will notify the LOCAL AUTHORITY and the CONSULTANT of the decision and request the CONSULTANT to compensate the LOCAL AUTHORITY.

FEES

LUMP SUM

1. LUMP SUM: For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT the sum of \$.
2. EXTRAS: In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.

Guest meals (meals paid by a Consultant's employee for someone other than himself/herself) shall not be reimbursed unless they are previously approved in writing by the UDOT's Project Manager and the UDOT's Consultant Services Manager.

3. PROGRESS PAYMENTS are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract. Payments will not be made without a supporting progress report.
4. INVOICES for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT Invoices.
5. FINAL PAYMENT without retention will be made only after all material and services associated with this contract are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated. Clearance is required from the DEPARTMENT'S Construction Division before final payment is made for construction engineering services.
6. FINANCIAL SUMMARY: The total maximum amount of disbursement pertinent to this contract is \$. Reimbursement will be limited to the costs which are allowable under the Federal cost principles contained in 48 CFR Part 31. It is understood that the actual amount disbursed for a construction management contract will be the actual costs up to 20 percent of the final total construction cost less in-house DEPARTMENT costs. Any costs exceeding 20 percent will be the responsibility of the LOCAL AUTHORITY.
7. COST PROPOSAL: Prepared by CONSULTANT, agreed to by the LOCAL AUTHORITY and the DEPARTMENT is attached to this contract. The Cost Proposal for the Consultant and all subconsultants to be used on this project is attached as pages _ through _ of Attachment "D".
8. The overhead and hourly rates shown in the CONSULTANT'S cost proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated overhead and hourly rates agreed upon and shown in CONSULTANT'S cost proposal. These rates will be fixed for the period of this contract.

FEES

COST PLUS A FIXED FEE

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost plus a fixed fee. Overhead rates have been reviewed and limited to the costs which are allowable under Federal Cost Principles contained in 48 CFR, part 31.

Bonuses paid to employees, principals, and key executives are allowed under the Federal Cost Principles. However, the DEPARTMENT disallows bonuses to owners, key executives, principals, and proprietors on determining overhead rates for Consultant contracts. The actual contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

- (a) The direct labor expense is the actual salary expense plus payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The provisional payroll additives were determined based on an Analysis of an Overhead Rate as _____ percent of the direct salary expense and is subject to a final audit review.
- (b) The provisional indirect costs have been determined based on the Analysis of an Overhead Rate and agreed upon as _____ percent of the direct labor expense. Actual salary expense, exclusive of payroll additives is subject to a final audit review.
- (c) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT's normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (d) The fixed fee has been determined and agreed upon as _____ percent of the combined direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$_____. The fixed fee percentage is not a floating percent.

The fixed fee payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT's actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work. Guest meals (meals paid by a consultant's employee for someone other than himself/herself) shall not be reimbursed unless they are previously approved in writing by the UDOT's Project Manager and the LOCAL AUTHORITY.
3. **PROGRESS PAYMENTS** are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract. Payments will not be made without a supporting progress report.
4. **INVOICES** for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT Invoices.

5. FINAL PAYMENT without retention will be made only after all material and services associated with this contract are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated. Clearance is required from the DEPARTMENT'S Construction Division before final payment is made for construction engineering services.
6. FINANCIAL SUMMARY: The total maximum amount of disbursement pertinent to this contract is \$. It is understood that the actual amount disbursed for a construction management contract will be the actual costs up to 20 percent of the final total construction cost less in-house DEPARTMENT costs. Any costs exceeding 20 percent will be the responsibility of the LOCAL AUTHORITY.
7. COST PROPOSAL: Prepared by CONSULTANT, agreed to by the LOCAL AUTHORITY and the DEPARTMENT is attached to this contract. The negotiated Cost Proposal for the Consultant and all subconsultants to be used on this project is attached as page 6 of Attachment "D".
8. The overhead and hourly rates shown in the CONSULTANT'S cost proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated overhead and hourly rates agreed upon and shown in the CONSULTANT'S cost proposal. These rates will be fixed for the period of this contract. However, should the duration of this contract be such that a rate increase for CONSULTANT personnel is necessary, the CONSULTANT must request and receive prior approval from the DEPARTMENT Project Manager. The approved hourly rate increase will be identified in a contract modification or in a Consultant Rate Increase Request Form obtained from the DEPARTMENT Project Manager. Rate increases may only be approved once a year and may not be greater than four percent. New rates will not increase the total contract maximum.

FEES

UNIT PRICE

1. **UNIT PRICE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the work performed at the unit prices contained in Section 7 of this Attachment. The unit prices include direct salary cost (including payroll additives), indirect costs, direct non-salary costs and profit.
2. **EXTRAS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided, and the LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.

Guest meals (meals paid by a Consultant's employee for someone other than himself/herself) shall not be reimbursed unless they are previously approved in writing by the UDOT's Project Manager and the UDOT's Consultant Services Manager.

3. **PROGRESS PAYMENTS** are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract. Payments will not be made without a supporting progress report.
4. **INVOICES** for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT invoices.
5. **FINAL PAYMENT** without retention will be made only after all material and services associated with this contract are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated. Clearance is required from the DEPARTMENT'S Construction Division before final payment is made for construction engineering services.
6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is \$. Overhead rates have been reviewed and limited to the costs which are allowable under Federal Cost Principles contained in 48 CFR, part 31. Bonuses to employees or principals which are allowed under the Federal Cost Principles will be disallowed on UDOT consultant contracts. It is understood that the actual amount disbursed for construction management will be the actual costs up to 20 percent of the final total construction cost less in-house DEPARTMENT costs. Any costs exceeding 20 percent will be the responsibility of the LOCAL AUTHORITY.
7. **COST PROPOSAL:** Prepared by CONSULTANT, agreed to by the LOCAL AUTHORITY and the DEPARTMENT is attached to this contract. The Cost Proposal for the Consultant and all subconsultants to be used on this project is attached as [pages](#) __ through __ of Attachment "D".
8. The unit price rates shown in the CONSULTANT'S Cost Proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated unit price rates agreed upon and shown in the CONSULTANT Cost Proposal. These rates will be fixed for the period of this contract unless approved and changed by a written contract modification.

DUTIES OF THE LOCAL AUTHORITY

1. GUARANTEE ACCESS: The LOCAL AUTHORITY shall guarantee access to, and make all provisions for the CONSULTANT to enter upon all lands, both public and private which, in the judgment of the parties hereto, are necessary to carry out such work as may be required.
2. PROMPT CONSIDERATION: The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
3. DOCUMENTS: The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. The specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and/or the DEPARTMENT are: None Specified
4. DEPARTMENT SERVICES: The Consultant will be required to request, in writing, any technical assistance from the Department. The Department will bill the Consultant for any technical services he requests from UDOT. The concept and scoping meetings, the standard project reviews and advertising will continue to be charged against the project number as they have been in the past.
5. LOCAL AUTHORITY: Shall perform the following services as related to the work under this contract:
(Listing of Service or Activity). None Specified

UTAH DEPARTMENT OF TRANSPORTATION

Work Order No. _____ Project No. _____

Location _____ Date _____

Type of Project _____ Charge I. D. _____

Consultant _____

Address _____

UDOT Division/Region _____ Low Org _____

This Work Order authorizes or otherwise provides for the following work to be performed by UDOT forces for the project, as estimated below:

ITEM	ESTIMATED QUANTITY	BASIS OF PAYMENT	ESTIMATED UNIT PRICE	ESTIMATED COST	ACTUAL QUANTITY USED	ACTUAL COST

Reason for using UDOT _____

Actual direct and indirect costs for Technical Assistance and Engineering Services will be billed to the CONSULTANT. Actual direct and indirect costs for Design Reviews, Approvals, and Agreements will be charged to the project.

CONSULTANT:

Accepted for Consultant:

_____ Date: _____

Title:

LOCAL AUTHORITY:

Accepted for Local Authority:

_____ Date: _____

Title:

UDOT:

Approved:

_____ Date: _____

Title: